



THE CITY OF WINNIPEG

TENDER

TENDER NO. 692-2020

POWER TOOLS

Attention Bidders:

Bids for this Tender are being accepted by mail, facsimile transmission or by email (See B7.3). No personal delivery or courier.

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5.	Offer	The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out on Form B: Prices, appended hereto.
6.	Commencement of the Work	The Bidder agrees that no Work shall commence until he/she is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.
7.	Contract	By submitting a bid in response to this Tender, the Bidder certifies that it has read, understands, and agrees to the terms and conditions of this Tender and that the Tender, in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.
8.	Addenda	<p>The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:</p> <p>No. _____ Dated _____</p> <p>_____</p> <p>_____</p>
9.	Time	This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.
10.	Indigenous Self-Declaration	<p>The City is requesting that Bidders identify if their business is at least 51% owned by one or more Indigenous persons of Canada.</p> <p><input type="checkbox"/> YES, 51% or more Indigenous ownership</p> <p><input type="checkbox"/> NO, it is not</p> <p>This information is being gathered for statistical purposes only and will not be used for purposes of evaluation.</p>

11.	Signatures	<p>The Bidder or the Bidder's authorized official or officials have signed this _____ day of _____, 20____.</p> <p>Signature of Bidder or Bidder's Authorized Official or Officials</p> <p>_____</p> <p>(Print here name and official capacity of individual whose signature appears above)</p> <p>_____</p> <p>(Print here name and official capacity of individual whose signature appears above)</p>
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FORM B: PRICES

(See B9)

POWER TOOLS

UNIT PRICES					
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE
1.	Chain Saw – Husqvarna, 550 XP 16” Bar or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
2.	Chain Saw – Husqvarna, 562 XP 20” Bar or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
3.	Chain Saw – Husqvarna, 572 XP Pro 20” bar – or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
4.	Chain Saw – Stihl MS 201 CM 16” Bar or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
5.	Chain Saw – Stihl MS 201 LH 16” Bar or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
6.	Chain Saw - Stihl MS 261 CM 16” Bar or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	10	
7.	Chain Saw - Stihl MS 462 CM 20” Bar or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	10	

8.	<p>Combination Tool – Stihl KombiEngine KM131 R with straight Shaft Edge Trimmer, Straight Shaft Mowing Head, and Power Sweep attachments or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	2	
9.	<p>Compactor – Dynapac LF75-420, Wacker VP1340A, Bartell BB1821L or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	5	
10.	<p>Generator – Yamaha EF2000iS or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	15	
11.	<p>Hammer Rotary, Electric – Makita HR4002, Bosch RH540M or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	10	
12.	<p>Ice/Earth Auger – Stihl BT 131, Echo EA410 or Equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	1	
13.	<p>Leaf Blower, Gas Operated – Stihl BG56C or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	2	
14.	<p>Leaf Blower, Backpack – Stihl BR800 or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	2	
15.	<p>Pole Saw – Husqvarna 525PT5S or equal</p> <p>State Make & Model : _____</p> <p>Maintenance and Repairs: Hourly Shop Rate \$_____</p>	20102	Each	5	

16.	Pole Saw – Stihl HT133 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
17.	Portable Line Painter – Graco LineLazer V 3900 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	1	
18.	Water Pump - BE WP-1015HT or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	1	
19.	Water Pump 2”– Bearcat WP-2158 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
20.	Water Pump - Honda WX10TC1 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	5	
21.	Push Mower – Toro LW 20377 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	3	
22.	Push Mower – Toro HW 20378 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	3	
23.	Quickie Saw – Husqvarna K 770-14, Stihl TS 420 w/14” Blade, 20 mm Arbor or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$_____	20102	Each	10	

24.	Snow Blower Ariens Pro 28 926077 or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$ _____	20102	Each	1	
25.	Tiller – Stihl MM55, Honda FG110K1C or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$ _____	20102	Each	2	
26.	Tiller – Merry Tiller IT950IC or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$ _____	20102	Each	2	
27.	Vibrator – Wacker M1500 with 2 meter shaft and 1 3/8 head or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$ _____	20102	Each	2	
28.	Weed Trimmer, Battery Operated – Husqvarna 520ILX or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$ _____	20102	Each	5	
29.	Weed Trimmer, Gas Operated – Stihl FS111RX or equal State Make & Model : _____ Maintenance and Repairs: Hourly Shop Rate \$ _____	20102	Each	15	

Name of Bidder

FORM N: DETAILED SPECIFICATIONS 20102

Supply of Power Tools

1.0 OVERVIEW

1.1 The Tender objective is to create a call-out list of Contractors to supply and deliver various gas and electric power tools on an “as required” basis to the city of Winnipeg from the date of award until November 30, 2021.

2.0 DESCRIPTION OF EQUIPMENT

2.1 The Contractor shall supply and delivery power tools identified in Form B prices;

2.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

3.0 APPROVED BRANDS

3.1 The bidder shall supply a minimum of one of the brands from the approved Power Tools manufacturers as noted below, or provide substitutes / equivalents in accordance with B6 Substitutes.

- (a) Ariens
- (b) BE
- (c) Bearcat
- (d) Bosch
- (e) Classen
- (f) DeWalt
- (g) Dynapac
- (h) Echo
- (i) Gorman Rupp
- (j) Honda
- (k) Husqvarna
- (l) John Deere
- (m) Kodiak
- (n) Makita
- (o) Merry Tiller
- (p) STIHL
- (q) TORO
- (r) Wacker
- (s) Yamaha

3.2 Each piece of equipment supplied shall include an operator’s manual. Operator’s manuals shall include a section in English and shall cover the complete equipment.

3.3 Further to Item 1 on Form B: Prices, Husqvarna 550 XP chainsaws shall be equipped with 0.325" x 8 rim sprockets with accommodating chains and bars.

3.4 Further to Item 2 on Form B: Prices, Husqvarna 562 XP-AT chainsaws shall be equipped with 200SLHD009 bars and 72LGX072E chains.

3.5 All water pumps shall be outfitted with quick connect couplers installed on the suction and discharge ports. Couplers shall be Dixon / Boss-Lock Type A adapters. Part numbers are as follows:

- (a) 100-A-AL for all 1" pumps
- (b) 150-A-AL for all 1½" pumps
- (c) 200-A-AL for all 2" pumps
- (d) 300-A-AL for all 3" pumps

4.0 QUALITY / ACCEPTABILITY:

- 4.1 All product(s) supplied must be new and unused.
- 4.2 All goods delivered are subject to inspection prior to delivery acceptance. Signing of any delivery slip should not constitute acceptance of the product delivered.
- 4.3 Winnipeg Fleet Management Agency reserves the right to reject any product supplied which, upon inspection or use, is deemed by the Agency to be unacceptable for their intended use.
- 4.4 Product(s) shall be supplied as specified on the Purchase Order. Any substitutes shipped without prior written approval will be rejected at the time of delivery or held at shipper's risk pending return instructions. Products rejected by Winnipeg Fleet Management Agency will be returned to the Contractor for full credit or replacement product at no cost to the City of Winnipeg.
- 4.5 Goods ordered in error by WFMA will be returned for credit/refund. The Contractor shall pick-up the product on their next delivery day.

5.0 FLEET DISCOUNTS

- 5.1 On occasion there may be a requirement to purchase power tools not listed on Form B prices; in those instances, the City of Winnipeg will be looking for the contractor to provide additional discount % pricing for any unknown additional retail Power Tools and pricing not currently noted on Form B Prices.
- 5.2 State Percentage Discount Pricing: _____%. This will not be evaluated.

6.0 INSPECTION

- 6.1 All equipment supplied under this Contract shall undergo an inspection by The City of Winnipeg prior to placing the equipment into service. Thorough examination of the equipment by the City shall be required as part of the inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.

- 6.2 The Bidder should state the hourly shop rate for maintenance and repairs as listed on Form B: Prices. Occasionally, the City may request Successful Bidders to repair non-warrantable items on City owned equipment previously purchased from this Bid Opportunity. The hourly shop rate stated on Form B Prices for the related item will be reviewed by the City and noted for informational purposes, but shall not be used as an evaluation criteria in this Bid Opportunity.
- 6.3 Equipment that fails to successfully complete the inspection process shall be rejected by the City and shall be removed from City property by and at the expense of the Contractor, promptly after notification by the Contract Administrator or the designate.

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 POWER TOOLS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 13, 2020.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3 enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices; and
- (c) Form N: Detailed Specifications.

B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B7.3 The Bid Submission may be submitted by mail, facsimile transmission, or by email.

B7.4 If the Bid Submission is submitted by mail, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be mailed to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B7.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

B7.6 If the Bid Submission is submitted by email, it shall be submitted to purchasing@winnipeg.ca

B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include the Manitoba Tire Stewardship Board New Tire Levy (tire tax), which shall be extra where applicable.

B9.2 The City will use the quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

(a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;

- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening &

Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C20, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.5 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.

B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to bid on all items.

B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.4 Further to Paragraph 6 of Form A: Bid and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work of the Contract resulting from this Call-Out List shall consist of the supply and delivery of power tools in accordance with the Detailed Specifications, for the period from the date of award until November 30, 2021, under the same Terms and Conditions (including price) with the option of one (1) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on December 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work are as follows:

(a) To establish a Call-Out list of prices for the supply and delivery of power tools.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.5 When equipment is required, the City shall telephone and/or email the low responsive Bidder for the equipment type and order the power tool(s) as required. Should the equipment not be available when requested, the city shall proceed to the next lowest responsive bidder, etc. until the equipment required is obtained. The order will be confirmed by the issuance of a purchase order.

D2.6 At its discretion, the City may decide to purchase the specified make and model listed on Form B: Prices as opposed to another make and model bid. The City may however, purchase up to ten percent (10%) of the quantities of another make and model not normally purchased for trial and testing purchases

D2.7 Any material, labour or components not specifically mentioned or included herein, but may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as thought specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that equipment.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **“Equipment”** or **“Vehicle”** shall be used to describe the supply of Power Tools in these Contract Documents

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Marty Bender
Supervisor of Stores
Telephone No. 204-391-5376
Email Address.: mbender@winnipeg.ca
- D5.2 Bids Submissions must be submitted to the address in B7.4.

D6. NOTICES

- D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.1 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.2 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (a) the Contract, all deliverables produced or developed; and
- (b) any statement of fact or opinion regarding any aspect of the Contract.

D7.3 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D10.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D10.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Contract Administrator.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D12. DELIVERY

- D12.1 The Contractor shall arrange for the equipment to be serviced, ready for operation, and delivered F.O.B. with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency, 195 Tecumseh Street, Bay Door 9 Winnipeg, Manitoba within **one (1) calendar week from the time of Purchase Order Issuance**. Equipment shall be delivered within the hours of 8:00am and 3:00pm on Business Days
- D12.1 The Contractor shall contact the Winnipeg Fleet Management Agency's Stores Operation at 204-986-2209 prior to delivery of the equipment or tools.
- D12.2 Further to D2.5, in some circumstances, the City may request a twenty-four (24) hour delivery time for order quantities of five (5) items or under. If the low bidder is unable to provide quantities of five (5) or under within the twenty-four (24) hour period, the City shall go to the second (2nd) lowest responsive Bidder, etc., until the equipment is obtained

D13. CONTRACTOR PERFORMANCE

D13.1 The Winnipeg Fleet Management Agency (WFMA) shall be tracking vendor performance for issues including, but not limited to, delivery, conformance to specifications, invoicing, parts pricing, etc. The WFMA shall retain records of the Contractor's historical performance for consideration on future power tool contracts

D13.2 Operator Training

MEASUREMENT AND PAYMENT

D14. PAYMENT

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after the Contractor receives written notification of successful completion of the inspection process or of the equipment being successfully placed into operation.

D14.2 Notwithstanding that the City will license and insure equipment upon receipt, payment will be made in accordance with D14.1. Licensing and insuring equipment upon receipt does not mean that the inspection process has been successfully completed or that the equipment has been successfully placed into operation.

D15. INVOICES

D15.1 Further to C10, and upon initial delivery of the equipment, the Contractor shall submit an accurate invoice for the supply and delivery of each piece of equipment specified in the Contract to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D15.1.1 A copy of the original invoice for each piece of Equipment shall accompany the Equipment upon delivery.

D15.2 Invoices must clearly indicate, as a minimum:

- (a) The City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
- (b) Date of delivery;
- (c) Delivery address;
- (d) Type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts;
- (f) The Contractor's GST registration number.
- (g) Any additional work or modifications requiring an additional purchase order shall be billed on a separate invoice.

D15.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D15.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.5.

WARRANTY

D16. WARRANTY

- D16.1 Notwithstanding C11, the Contractor shall warrant each piece of equipment and all parts thereof, against any defects of workmanship, parts and labour inclusive, construction and materials, and agrees to repair or replace without cost to the city of any article that has become defective and not proven to have been caused by negligence on the part of the user for a period of three (3) months, no deductible.
- D16.2 The Contractor shall provide and maintain on-site warranty services throughout the duration of the warranty period specified in Form N: Detailed Specifications. The on-site warranty services shall include the Contractor to provide warranty services anywhere within 10 km of the boundaries of the City of Winnipeg and within normal business hours.
- D16.3 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, towing costs, etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.
- D16.4 Information regarding any additional warranties provided by the equipment manufacturer, over and above (3) months, shall be included with the unit(s) upon delivery